

EXHIBIT B

From: Chris McDonald <cmcdonald@tienckenlaw.com>
Sent: Tuesday, March 8, 2022 1:32 PM
To: Paul Werner; Abraham Shanedling
Cc: Karen Hallenbeck; Hannah Wigger
Subject: RE: York Electric Cooperative - your correspondence of 10/11/2021

Paul,

I have spoken with our client. Your proposal is not acceptable, as it effectively renders York's clearance rules a nullity. I will once again reiterate that our interpretation of BAA Section 58-9-3030(A) and (D) differs substantially from yours: per our first correspondence to you dated November 3, 2021 and as we have discussed on numerous occasions since, "[W]e believe that your client's position more generally represents a misreading of the Act. The references to the NESC in S.C. Code Ann. §§ 58-9-3030(A) and (D)(2) provide minimum standards for coverage under the BAA; they do not... prohibit cooperatives from maintaining standards more rigorous than the NESC's" so long as those standards are reasonable and applied on a nondiscriminatory basis. York is confident that, under the circumstances, its rules satisfy those criteria.

York has been clear from the outset that it would seek to limit changes to its form pole agreement to those absolutely necessary for BAA compliance and for ensuring internal consistency once BAA modifications were incorporated. In service of getting a new agreement with your client inked, York conditionally agreed to several other changes outside the scope of BAA compliance, only then to recently receive indications from you and Abram that your client's intention was not actually to finalize an agreement, but rather to obtain one portion of the agreement from York and the other from the PSC. Thus, contrary to your assertion, it was eminently fair for York at that point to, once again, (1) state its own intentions and expectations clearly; and (2) request the same courtesy from your client. It is unfortunate that your client apparently remains unwilling to do this.

I will restate our question: does your client intend to file a petition with the PSC over the clearance issue (or any other issue) assuming the other six items summarized in Abram's March 1 email are resolved to your client's reasonable satisfaction in accordance with the agreements we have conditionally reached in principle? If the answer to that question is "yes," I am sure you can appreciate that it becomes a fairly useless exercise to continue with incorporation of compromises that York proposed in service of avoiding such a circumstance.

Your assertion that "the parties have not been able to negotiate [the issue of clearances] yet" is wholly inaccurate. Please refer to my email of January 14, 2022 at 2:27 p.m., in which I made the following proposal on York's behalf (I have also attached the email in full for your reference because it is not a part of this email chain):

Although YEC believes that its clearances are entirely reasonable and justifiable under the circumstances, they understand your client's concern regarding the cost burden of compliance with those rules. To address that concern, YEC asked me to propose the following as a potential compromise: YEC would retain the 18-foot ground clearance requirement but revert the primary neutral conductor clearance requirement to the NESC default. In exchange, an attacher would agree to maintain a deposit with YEC that it may then use to draw down to cover required maintenance, pole replacements, repairs caused by attacher noncompliance, etc. (the account would be subject to customary audit rights and draw notice provisions). YEC estimates that the deposit would be on the order of \$100,000. It would offer this option to each of its attachers in lieu of the more stringent clearance requirement.

By email dated January 21, 2022, Abram rejected York's proposed compromise on your client's behalf with no counterproposal. The above exchange, as well as probably a dozen others between counsel in writing and verbally since last fall, belie your statement that the parties have not yet "been able" to negotiate clearances.

In the spirit of transparency, let me once again be clear that every concession our clients have offered that is beyond the strict requirements of the BAA is conditioned upon our parties reaching a full agreement and moving forward with that agreement in good faith. However, if your client merely intends to use our negotiations as a springboard for filing a petition with the PSC, York will no longer be inclined to incorporate those out-of-scope concessions in a new agreement with Spectrum/Charter.

Thanks, Chris

From: Paul Werner <PWerner@sheppardmullin.com>

Sent: Monday, March 7, 2022 1:54 PM

To: Chris McDonald <cmcdonald@tienckenlaw.com>; Abraham Shanedling <AShanedling@sheppardmullin.com>

Cc: Karen Hallenbeck <khallenbeck@tienckenlaw.com>; Hannah Wigger <HWigger@sheppardmullin.com>

Subject: RE: York Electric Cooperative - your correspondence of 10/11/2021

Chris – With respect, I do not think your opening statement below – that we and our client can assess the agreement without a further draft from your client – is correct or fair, or even consistent with the parties' negotiations to date.

As you know, when we have proposed terms to you, we have done so concretely and in writing. It is only fair and reasonable that York afford our client the same courtesy. After all, this is a complicated agreement that, at this point, has been highly negotiated. In order to properly understand, evaluate, and make recommendations to our client, we need to know precisely what York is offering – rather than what it says it will agree to in concept.

Nor do we think it is fair or reasonable for York to take that stance in the posture that it has – offering a take it or leave it agreement that hinges on one term the parties have not been able to negotiate yet.

Nevertheless, in the spirit of good faith cooperation, and in the interest of not making our many months of negotiation for naught, we offer the following proposal on the remaining clearance issue: Charter will accept York's 84-inch clearance requirement, so long as it does not require Charter to undertake any make ready. This compromise position comports with Section 58-9-3030(A) of the BAA, which provides that "[a]ccess includes the right to nondiscriminatory use of . . . All poles . . . *to the extent not prohibited by the National Electric Safety Code.*" As we read the statute, if York were to require Charter to incur make ready costs to comply with a standard (84 inches) that exceeds the NESC, it would violate the statute by denying access for a reason that is "not prohibited by the NESC."

We welcome your client's prompt consideration of this compromise position. We are hopeful it is one your client can accept so we can conclude our negotiations without the need for Commission assistance.

Best regards,

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From: Chris McDonald <cmcdonald@tienckenlaw.com>
Sent: Thursday, March 3, 2022 11:14 AM
To: Abraham Shanedling <AShanedling@sheppardmullin.com>
Cc: Paul Werner <PWerner@sheppardmullin.com>; Karen Hallenbeck <khallenbeck@tienckenlaw.com>; Hannah Wigger <HWigger@sheppardmullin.com>
Subject: RE: York Electric Cooperative - your correspondence of 10/11/2021

Abram,

Whether your client intends to go to the PSC over York's clearances can be answered without regard to the remainder of the agreement. We have been directed by our client to do no more work on the document unless that question is answered in the negative.

York has conditionally agreed to make concessions sufficient to satisfy every item on your list except clearances, so absent some other issue your client has not yet raised, the only task remaining is to nail down the language on agreed-to principles to everyone's satisfaction. As I have told you, York is committed to getting that done if we have a meeting of the minds.

If we do not, York's position remains what it has been since we first communicated: that only minimal modifications are required to York's long-used pro forma agreement to bring it in step with the BAA, namely incorporation by reference of 47 C.F.R. § 1.1411 and removal of provisions that 1.1411 replaces. Most everything else to which our client has conditionally agreed relates more to accommodating Spectrum's preferences than satisfying BAA requirements.

If we have an agreement in principle that includes York's clearances, I will work to get you the updated draft as soon as possible. Just let me know. Regardless, I wish you and your wife the very best in this new journey and hope that everything goes well and smoothly. I never understood what a blessing parenthood was until I held my daughter for the first time. Hannah, I look forward to working with you in Abram's absence.

Thanks, Chris

From: Abraham Shanedling <AShanedling@sheppardmullin.com>
Sent: Thursday, March 3, 2022 9:12 AM
To: Chris McDonald <cmcdonald@tienckenlaw.com>
Cc: Paul Werner <PWerner@sheppardmullin.com>; Karen Hallenbeck <khallenbeck@tienckenlaw.com>; Hannah Wigger <HWigger@sheppardmullin.com>
Subject: RE: York Electric Cooperative - your correspondence of 10/11/2021

Chris,

Thanks for the update. Our hope is that we do not need to involve the PSC, but so that our client can make a fulsome and final assessment of the state of the draft agreement, can you please send us the updated version you had promised last week that incorporates the items discussed below.

Just as your client wanted to do a "deeper dive" comparing the agreement to assess whether it could "get comfortable proceeding under a single agreement," Charter's team also would like to do a deeper dive on what York is actually offering in total at this point.

If you could get it to us by the end of this week or first thing next week, that would be ideal so we can get this moving.

Finally, as mentioned before, tomorrow I am heading on paternity leave for a few months. I have copied Paul and my colleague Hannah Wigger here who will assist while I'm out. Going forward, please include her on all future correspondence.

Thanks

Abram Shanedling

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From: Chris McDonald <cmcdonald@tienckenlaw.com>

Sent: Wednesday, March 2, 2022 5:43 PM

To: Abraham Shanedling <AShanedling@sheppardmullin.com>

Cc: Paul Werner <PWerner@sheppardmullin.com>; Karen Hallenbeck <khallenbeck@tienckenlaw.com>

Subject: RE: York Electric Cooperative - your correspondence of 10/11/2021

Abram,

I made it back into the office shortly ago from out-of-town meetings. I haven't had the opportunity to work on additional edits to the agreement yet, but I do have some updates after getting together by phone with our client this morning.

York is willing to proceed under one agreement rather than two, but that concession is contingent upon being pencils down beyond clean-up required to effectuate the items to which the parties have already agreed in principle. Our client does not have a counter-proposal on its clearances; as I have explained, the enhanced clearances were put in place and remain in place for reasons that York believes very strongly are just and reasonable, and they have always been applied on a nondiscriminatory basis.

Based on where we are now, I need to know whether it is your client's intention to petition the PSC to set terms for a new agreement between our clients. If it is, we will not expend the extra time and effort necessary to incorporate the additional concessions York has contingently made in service of getting this agreement finalized.

Your client's answer to that question necessarily dictates what needs to be done with the invoice for its 2021 attachment fees. If we have a meeting of the minds subject to reducing to writing the items to which our clients have agreed in principle, your client may hold off on payment until the new agreement is signed and a new invoice issues. If there is no meeting of the minds, your client should remit payment for the invoice at the \$25 rate as soon as practicable, as that invoice was already past-due at the time you initially contacted me about it.

I will be in the office all day tomorrow and will await word from you whether I should proceed with incorporation of the additional items we have discussed.

Thanks, Chris

From: Abraham Shanedling <AShanedling@sheppardmullin.com>

Sent: Tuesday, March 1, 2022 4:23 PM

To: Chris McDonald <cmcdonald@tienckenlaw.com>

Cc: Paul Werner <PWerner@sheppardmullin.com>; Karen Hallenbeck <khallenbeck@tienckenlaw.com>

Subject: RE: York Electric Cooperative - your correspondence of 10/11/2021

Chris,

You read my mind, as I literally was about to hit send to you with this note:

We spoke today with our client, and so I wanted to follow up on a number of things. First, do you have ready to share an updated version of the agreement with York's additional edits (as you referenced last week)?

Other open issues that hopefully we can close.

- **2021 invoices:** What does York propose Spectrum do with paying these invoices? Again we've offered two potential avenues: I see two potential options here: (1) York agrees Spectrum does not need cut a check for the 2021 invoice until we resolve the new agreement (including any PSC proceeding if need be); *or* (2) Spectrum can pay at the \$25 rate, subject to a mutual agreement that once we sign the new agreement, York could issue a true-up based on the agreed rate structure.
- **Rate structure under new agreement:** Spectrum agrees with a starting rate of \$22 per pole and an annual 3% escalator.
- **Pole Replacement Cost allocation:** Spectrum can agree to York's proposal as explained in your 2/23 email below.
- **Dispute Resolution:** Spectrum can agree in principal to your re-worked dispute resolution process below – that ensures either party's right to seek redress at the PSC or ORS isn't superseded by the mediation/arbitration provision. We may have some further edits to your language to streamline the mediation/arbitration section, but we'll wait until you send us a revised agreement draft.
- **Agreement Applicability.** Have you heard anything more from York? Again, our preference is to have a single agreement cover all attachments (existing and new)), since that will be far more administrable for both parties – especially the pole owner. That said, at a minimum, we would want the terms of this new agreement to cover any time York requires work on pre-existing attachments (e.g. for pole replacements...transfers ...technical reasons etc), or when Spectrum alters its pre-existing attachments (e.g. to accommodate other attachers or York). Basically any *new* work that is done on pre-existing attachments, we think should be covered by this new agreement so folks don't have to guess what procedures do or don't apply.
- **NESC grandfathering.** Any reason why we can't put back in the language of the rule? If York already applies it, we see no reason this should be a problem. Our concern is just that the current language only applies to clearance requirements.
- **NESC clearance requirements.** Given it appears the parties have made good progress and reached initial agreement on the vast majority of the "open issues," it seems we should be able to reach agreement on this too and avoid the time and expense of the PSC. We're still open to hearing some other options from York on this, including perhaps if NESC clearance rules are the default, but can be deviated on a pole-by-pole (or application-by-application) based on specific field or pole conditions.

Abram Shanedling

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From: Abraham Shanedling
Sent: Wednesday, February 23, 2022 8:23 PM
To: Chris McDonald
Cc: Paul Werner; Karen Hallenbeck
Subject: RE: York Electric Cooperative - your correspondence of 10/11/2021

Thanks Chris. We will review.

One other item we discussed on our call which you said you'd lock down was application of the NESC grandfathering rule. Looking back at Exhibit B to the current (2004) agreement, it looks like it already employs that rule in some respects, so York should at least be familiar with it. See Exhibit B at its Section 20 – ironically the provision regarding the 18 foot clearance requirement: “Cable facilities installed prior to the execution of this agreement will be grandfathered from this requirement as long as they meet the requirements of the National Electric Safety Code in effect at the time of installation.”

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From: Chris McDonald <cmcdonald@tienckenlaw.com>
Sent: Wednesday, February 23, 2022 5:45 PM
To: Abraham Shanedling <AShanedling@sheppardmullin.com>
Cc: Paul Werner <PWerner@sheppardmullin.com>; Karen Hallenbeck <khallenbeck@tienckenlaw.com>
Subject: RE: York Electric Cooperative - your correspondence of 10/11/2021

Abram,

I was just able to catch up with my York contact earlier this afternoon to discuss the open issues from your email. I have re-worked the dispute resolution provision to make clear that the right of a party to seek redress at the PSC or ORS isn't superseded by the mediation/arbitration provision. If there is a specific modification to those provisions that you would like to add to put boundaries on time and cost as we discussed, York has told me that they aren't averse to those in theory but would need to see exactly what is proposed. I have pasted the reworked provision at the bottom of this email; please let me know your thoughts.

Regarding the question of whether we proceed with one agreement or two, I have conveyed your concerns about logistics and administration if we proceed with two agreements governing two sets of attachments, and York's team is going to do a deeper dive in comparing the current and draft agreements side by side to reassess whether York can get comfortable proceeding under a single agreement. Because my contact is just now back into the office after dealing with the death in his family, he will review the agreement ASAP but said it could be the first of next week because he is playing catch-up (he said he'd try his best to get back w/me before the end of the week, though).

Regarding the allocation of pole replacement costs, York proposes the following:

Poles less than 15 years old: no credit

Poles 15-25 years old: 50% credit

Poles older than 25 years: 75% credit unless the poles are actually unserviceable, in which case Licensee will receive 100% credit.

York's rationale on this is that it has been using CCA-treated poles since the late 1980s and had few, if any, failures due to age. Studies suggest that CCA poles can last upwards of 80+ years, so York believes its timeframes are much more in-line with actual serviceable life of the poles.

I will be out of the office all day tomorrow at a client meeting but will be in Friday.

Thanks, Chris

25. **Dispute Resolution.**

- (a) If a dispute, controversy or claim (whether based upon contract, tort, statute, common law or otherwise) arises between the Parties relating to this Agreement (collectively a "**Dispute**"), the Parties will make a diligent and good-faith effort to resolve such Disputes at the local level by the parties' respective local engineers and local managers. If the Dispute concerns which party is responsible for any non-compliance and what corrective action, if any, is necessary or appropriate to remedy any such non-compliance, then the Parties shall each arrange for a representative to make a joint field visit to the Pole location to investigate whether a violation exists and if so, any corrective action needed and the party or parties responsible. The Parties agree that if any Dispute cannot be resolved at as previously described in this paragraph, communications between the following will be permitted and engaged in, in good faith on an expedited basis: between Licensor's appropriate Vice President and a district general manager for Licensee; and, if not resolved by them, between the President of Licensor and the appropriate Vice President for the Licensee. If either Party reorganizes or changes titles, the equivalent person for such party shall perform the above functions.
- (b) If a Dispute cannot be settled through the procedure set forth in paragraph (a) of this Section, the Parties shall first endeavor to resolve the Dispute by participating in a mediation administered by the American Arbitration Association (the "**AAA**") under its Commercial Mediation Rules before resorting to arbitration. Thereafter, any unresolved Dispute shall be settled by binding arbitration administered by the AAA in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator, after the review rights set forth below have been exhausted, may be entered in any court having jurisdiction. The arbitration proceedings shall be conducted in York, South Carolina on an expedited basis before a neutral arbitrator (or multiple arbitrators if called for by the Commercial Arbitration Rules). Each arbitrator shall be an attorney with excellent academic and professional credentials, who (i) is a member of the Bar of the State of South Carolina, (ii) has been actively engaged in the practice of law for at least fifteen (15) years, and (iii) specializes in commercial transactions, with substantial experience in the subject matter of this Agreement. Any attorney who serves as an arbitrator shall be compensated at a rate equal to his or her current regular hourly billing rate. Upon the request of either Party, the arbitrator's award shall include findings of fact and conclusions of law provided that such findings may be in summary form. Either Party may seek review of the arbitrator's award before an arbitration review panel comprised of three arbitrators qualified in the same manner as the initial arbitrator(s) (as set forth above) by submitting a written request to the AAA. The right of review shall be deemed waived unless requested in writing within 10 days of the receipt of the initial arbitrator's award. The arbitration review panel shall be entitled to review all findings of fact and conclusions

of law in whatever manner it deems appropriate and may modify the award of the initial arbitrator(s) in its discretion. The prevailing Party in any arbitration proceeding shall be entitled to an award of all reasonable out-of-pocket costs and expenses (including attorneys' and arbitrators' fees) related to the entire arbitration proceeding (including review if applicable). Upon request of either Party, the arbitrator(s) may require that the subject arbitration proceedings be kept confidential, and no Party shall disclose or permit the disclosure of any information produced or disclosed in the arbitration proceedings until the award is final. A Party shall not be prevented from seeking temporary injunctive relief before a court of competent jurisdiction in an emergency situation, but responsibility for resolution of the Dispute shall be appropriately transferred to the arbitrator(s) upon appointment in accordance with the provisions hereof.

- (c) Either Party may elect, without first engaging in mediation or arbitration as set forth in paragraph (b) of this section, to initiate a proceeding before the South Carolina Public Service Commission ("**PSC**") or the South Carolina Office of Regulatory Staff ("**ORS**") to resolve any unresolved Dispute that falls within the limited jurisdiction granted to either body as set forth in S.C. Code Ann. §§ 58-9-3010 through -3050 or S.C. Code Ann. § 33-49-150(B). Notwithstanding the foregoing, however, nothing herein shall be construed as a waiver by either Party of a right to object to such body's exercise of jurisdiction to address a Dispute or as consent to such jurisdiction. The Parties shall be bound by any final, non-appealable order rendered by such body. If the PSC or ORS, as the case may be, declines to exercise jurisdiction to resolve a Dispute brought before it, the procedure set forth in paragraph (b) of this section will be the exclusive resolution mechanism to resolve such Dispute absent mutual written agreement of the Parties.

sfgs

From: Abraham Shanedling <AShanedling@sheppardmullin.com>

Sent: Thursday, February 17, 2022 4:05 PM

To: Chris McDonald <cmcdonald@tienckenlaw.com>

Cc: Paul Werner <PWerner@sheppardmullin.com>; Karen Hallenbeck <khallenbeck@tienckenlaw.com>

Subject: RE: York Electric Cooperative - your correspondence of 10/11/2021

Chris,

Thanks for the follow up call. The crystalize what we discussed and next steps:

1. **Rate:** York is ok with an annual 3% escalator clause with a \$22 per pole starting rate.
2. **Pole Replacement Cost allocation:** York is generally ok with some sort of scale to allocate costs based on pole age, but will provide edits to our proposal.
3. **Dispute resolution:** Our preference is not to have a mandatory arbitration provision, since it is often as time and cost intensive as litigation. If York does not want to do away with it, then at a minimum, we need some way to limit the time and costs of arbitration. You will inquire about this.
4. **Agreement applicability:** You will get more clarity on this.
5. **NESC.** York is unwilling to sign an agreement unless the parties are in agreement on 100% of the terms – i.e. it does not want Spectrum to sign with reservation of its rights and then have the NESC issue subsequently taken to the PSC.

On that last point, we will confer with our client. Frankly, it's a little disappointing this is York's position given it has known we continue to disagree over the NESC standard (with neither party budging), and yet has sought to continue working toward what seems to be agreement on everything else for the past several months – since we first wrote you in October. In other words, if York was always unwilling to negotiate on the NESC and wouldn't sign an agreement until Charter agreed, knowing we wouldn't agree, why spend this time and effort to keep talking well past the 60 day requirement? We do understand the BAA does contemplate the parties going to the PSC if they cannot reach agreement over a written request (i.e. go before an agreement is signed). But Section 58-9-3030(A)(2) does not actually *preclude* the possibility of going to the Commission after the parties sign – plus Section 24 of the draft agreement (Severability) would kick in and preserve the rest of the agreement.

But if this is York's position, we understand.

Thanks

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From: Abraham Shanedling <AShanedling@sheppardmullin.com>

Sent: Wednesday, February 16, 2022 9:49 AM

To: Chris McDonald <cmcdonald@tienckenlaw.com>

Cc: Paul Werner <PWerner@sheppardmullin.com>; Karen Hallenbeck <khallenbeck@tienckenlaw.com>

Subject: RE: York Electric Cooperative - your correspondence of 10/11/2021

Chris,

We have now spoken with our client about the open matters raised in our last call. Specifically:

- **Rates:** Spectrum is ok with a beginning rate of \$22 per pole. But as discussed, we still need some sort of increase scale memorialized in the agreement.
- **Pole Replacement Cost allocation credit:** Spectrum is ok not using depreciation as a metric to calculate its share of pole replacement costs, but as we discussed, there needs to be some other objective criteria to ensure that Spectrum does not shoulder (a) costs it did not necessitate; and (b) costs that would otherwise be incurred by York – i.e. poles that would already be replaced. To that end, in the attached, we have proposed modifying Section 2(e) as follows:

However, Licensee shall not be required to bear costs, including for installing or changing out poles, that are not necessitated solely as a result of Licensee's Pole Attachments. Notwithstanding the foregoing, when a pole replacement is indeed necessary to accommodate Licensee, Licensee shall pay Licensor costs based on age of the existing pole being replaced according to the following scale: 100% of the costs for poles 5 years or younger; 75% of the costs for poles 6 years to 15 years old; 50% of the costs for poles between 16 years to 25 years old; 25% of the costs for poles 26 years to 35 years old; and zero (0) costs for poles 35 years and older. Licensor may also charge any additional costs associated with advancing the replacement of the existing pole.

- **Dispute resolution:** Your point below about the jurisdictional limit of ORS is well taken. Spectrum is ok with mediation, but not a binding arbitration requirement, since from its experience, protracted arbitration (and mediation) is often a waste of time and resources. To that end, somewhat in line with your proposal before, we have proposed modifying Section 25 in the attached to require B2B negotiations first. If that is unsuccessful, *and* the dispute concerns an issue over which the PSC or ORS have jurisdiction, either party may go to the PSC. But if the dispute concerns an issue over which the PSC or ORS *do not* have jurisdiction, then the parties will go to mediation to occur no later than 60 days from when B2B talks failed. If mediation fails, then either party may seek any further remedy.
- **NESC Grandfathering:** Spectrum is unwilling to waive the NESC grandfathering rule language, which is standard language in pole agreements across the country. We understand York's concern about ensuring attachments are compliant. So to that end, we have proposed reinserting the NESC grandfathering language, but allowing the parties to mutually agree otherwise.
- **Agreement Applicability:** I know you are still discussing this with your client and understand our reasons for wanting a single agreement to cover all. If, however, York is unwilling to have a single agreement, at a minimum, we would want the terms of this new agreement to cover any time York requires work on pre-existing attachments (e.g. for pole replacements...transfers ...technical reasons etc), or when Spectrum alters its pre-existing attachments (e.g. to accommodate other attachers or York). Basically any *new* work that is done on pre-existing attachments, we think should be covered by this new agreement so folks don't have to guess what procedures do or don't apply.

The attached further draft agreement reflects the proposals above, except for the last, which we've left for discussion.

Talk to you tomorrow.

Abram

Abram Shanedling

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From: Chris McDonald <cmcdonald@tienckenlaw.com>

Sent: Tuesday, February 15, 2022 6:28 AM

To: Abraham Shanedling <AShanedling@sheppardmullin.com>

Cc: Paul Werner <PWerner@sheppardmullin.com>; Karen Hallenbeck <khallenbeck@tienckenlaw.com>

Subject: Re: York Electric Cooperative - your correspondence of 10/11/2021

That works.

Christopher S. McDonald

The Tiencken Law Firm, LLC

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